

**INTERLOCAL AGREEMENT FOR  
ACCESS SYSTEM ENTRY SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Cheney ("City") and Eastern Washington University ("University"). The City and the University are each sometimes referred to herein as "Party" and collectively as "Parties" or "Agencies".

WHEREAS, The Cheney Police Department operates a 24 hour police dispatch center that houses warrants and protection orders and other data pertaining to law enforcement services and manages data entry into State and Federal data bases; and

WHEREAS, All data entered into these systems for law enforcement use must be available for confirmation 24 hours per day; and

WHEREAS, The Eastern Washington University Police Department desires to contract for data entry services for the ACCESS system through the Communications Division of the Cheney Police Department; and

WHEREAS, Cheney Police Department maintains an RMS database that Eastern Washington University Police Department has public records stored upon; and

WHEREAS, The Cheney Police Department has provided a VPN connection to the system for Eastern Washington University Police Department to have access to these public records:

IN CONSIDERATION of the mutual covenants, promises and agreements set forth herein, the City and University hereby agree as follows:

**1. ACCESS Entry and Data Housing Services**

- a. Cheney Police Department will provide available entry and housing services to Eastern Washington University Police Department in compliance with ACCESS rules and regulations.
- b. Cheney Municipal Court will forward warrants and protection orders to the Cheney Police Department in compliance with policies and procedures already established by the Cheney Police Department for this purpose.
- c. All warrants and protection orders must be signed by a Washington State court judge pursuant to Washington State law.

- d. Then Cheney Police Department, in compliance with ACCESS rules and regulations will enter the warrants and protection orders in a timely manner. After entry, confirmation will be forwarded to the Cheney Municipal Court in compliance with policy and procedures already established by the Cheney Police Department for this purpose.
- e. In the event that a warrant or protection order is recalled by the court or otherwise quashed or cancelled, timely notification, through established procedures, will be made to the Cheney Police Department so that the entry can be removed from state and federal systems.
- f. The Cheney Police Department will notify the Cheney Municipal Court, through established procedures and in a timely manner, when a warrant has been served by a law enforcement agency, or when it has been cancelled or recalled by the court and the data cleared from the appropriate databases.
- g. Cheney Police Department will act as the secondary checker for ACCESS data entry as well as conduct quarterly self-validation reviews of all NCO and warrant entries. These reviews will be forwarded to the Cheney Municipal Court for their review and validation.
- h. Eastern Washington University Police Department will be required to have agency personnel serve as their Terminal Agency Coordinator and comply with all monthly validation processes as required by ACCESS.
- i. Cheney Police Department will accept for entry into the ACCESS system all of Eastern Washington Police Department's outstanding arrest warrants, protection orders, missing persons, and other ACCESS qualified data. Cheney will provide personnel to timely input the data into appropriate computer programs in compliance with applicable rules and regulations.
- j. Cheney Police Department will be the confirmation contact agency for all Eastern Washington University Police Department's data entered into the system. Cheney Police Department will process this information in accordance with established ACCESS policy and procedure. Eastern Washington University Police Department personnel will be expected to pull reports for stolen property, missing persons, etc. where the dispatch center does not have the official documentation. This will need to occur in as timely a manner as possible to comply with ACCESS regulations.
- k. Eastern Washington University Police Department shall promptly notify the Cheney Police Department of any changes which affect law enforcement data entered into the ACCESS system or housed by the Cheney Police Department such as located or recovered stolen property.
- l. Cheney Police Department will provide teletype processing solely for emergency notifications and hit confirmations. Cheney Police Department will not provide standard or routine inquiry for criminal history or records checks.
- m. Each agency will be responsible for properly certifying their own personnel, maintaining appropriate security logs, and conducting required background checks in accordance with ACCESS rules and regulations.

- n. Each agency agrees to discuss changes to established procedures prior to implementation. While these often are mandated changes due to AOC, ACCESS, or other mandates, discretionary changes should be mutually agreed upon.
- o. The Cheney Police Department will allow the Eastern Washington University Police Department continued access to various police reports that are stored on the Cheney Police Department RMS server through a VPN connection.
- p. The Cheney Police Department will continue to store, backup, secure, and maintain the University police reports stored on the RMS servers.
- q. The Cheney Police Department will allow designated Eastern Washington University Police Department users security clearance to the Eastern Washington University Police Department documents on the server.
- r. Eastern Washington University Police Department will not use the RMS system to add new reports. Additions may be made to current reports contained within the system.

## **2. Consideration**

- a. The City shall invoice the University in advance of each arrears quarter for each year that the contract remains in effect for the administration of Eastern Washington University Police Department's ACCESS entries and RMS data access. The University shall pay within 30 days of receipt of a proper invoice, but in no event will the University pay for services in advance of the quarter during which services will be provided. The annual costs shall be \$20,400. The annual cost includes \$12,000 for the ACCESS services and \$8,400 for continued records storage on RMS. For 2015, the University shall pay \$1,700 for services for the month of December. Quarterly payments will begin in 2016.

## **3. Duration of Agreement**

- a. This agreement is for two years from the effective date of this Agreement. The Agreement may be extended for additional one-year periods, by mutual agreement. If the University intends to exercise its option to extend the Agreement, it shall provide the City with a ninety (90) day notice prior to the expiration date of this Agreement. Prior to dissolving or termination of the RMS access portion of this Agreement, the University agrees to remove or destroy their data stored on the City's RMS at the University's cost, in accordance with Washington State public records laws and regulations.

**4. Hold Harmless**

- a. Each entity shall defend, indemnify and hold harmless the other, its agents, officers and employees from any and all liability or loss and against all claims or actions upon or arising out of damage or injury, including death, to persons or property resulting from the commission or omission of any act, duty or responsibility of the indemnifying agency, its agents, officers or employees under this Agreement, but only in proportion to and to the extent such liability, loss, or claims are caused by or result from the negligence or intentional acts or omissions of the indemnifying agency, its agents, officers, or employees.
- b. Each Party's duty to indemnify shall survive the termination or expiration of this Agreement. Each Party waives, with respect to the other Party only, its immunity under RCW Chapter 51 "Industrial Insurance.

**5. Assignment or Transfer**

- a. This Agreement or any interest herein shall not be assigned or transferred, in whole or in part, without the written consent of both agencies. In the event that such prior written consent to such assignment or transfer is granted, then the assignee or transferee shall assume all duties, obligations, and liabilities of the Assignor(s)/Transferor(s).

**6. Termination**

- a. Either agency may terminate this agreement, with or without cause, by giving all other parties hereunder ninety (90) days written notice of termination.

**7. Notices**

- a. Unless otherwise stated herein, all notices and demands shall be in writing and served on the parties either personally or by certified mail, return-receipt requested, at their addresses listed below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

Cheney Police Department  
215 G Street  
Cheney, WA 99004

Eastern Washington University Police Department  
820 Washington Street  
Cheney, WA 99004

## **8. Arbitration**

- a. A grievance is defined as a claim or dispute by one party against the other party as to the applications or provisions of this agreement. If both parties are unable to reach an agreement on a grievance, both parties agree to refer the matter to arbitration. The arbitrator shall be selected by agreement of both parties. If the parties are unable to agree on an arbitrator, he/she shall be selected under the rules of the American Arbitration Association (AAA) or the Federal Mediation Conciliation Services (FMCS) depending on which agency is used. In all cases, only a single arbitrator shall be selected to hear the grievance. The prevailing party shall be entitled to an award of fees and costs. In the event there is no "prevailing party", each party shall be responsible for its own expense and representation. In the event there is a cost associated with the rental of a facility to conduct the proceedings, the parties shall mutually agree to share such expense equally. The arbitrator shall render his decision based on the interpretation and application of this agreement consistent with the law of the State of Washington. The arbitrator's decision shall be final and binding.
- b. The arbitrator shall confine himself or herself to the issue submitted for arbitration and shall not have the authority to modify or change the provisions of this agreement, but shall be authorized to interpret existing provisions of this agreement as they may apply to specific facts of the issue in dispute.

## **9. Property**

The ownership of all property and equipment utilized in association with applicable Warrant Housing and Data Entry shall remain with the original owner, unless specifically and mutually agreed by the Parties to this Agreement.

## **10. Effective Date**

This Agreement shall become effective on the 1<sup>st</sup> day of December, 2015.

## **11. Filing of Agreement**

The City shall file executed copies of this agreement with the Spokane County Auditor and the Cheney City Clerk.

## **12. Integration**

This written document constitutes the entire agreement between the parties. No changes or additions to this agreement shall be valid or binding upon any party unless such change or addition be in writing and executed by all parties.

**13. Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

**14. Relationship of the Parties**

The relationship between the Parties is that of independent contractors. Neither Party, nor its agents and employees, shall under any circumstances be deemed an agent or representative of the other and neither shall have authority to act for and/or bind the other in any way, or represent that it is in any way responsible for acts of the other. This Agreement does not establish a joint venture, agency, or partnership between the Parties.

**15. Governing Law; Venue**

This Agreement is entered into, and its interpretation and enforcement, shall be governed exclusively by its terms and by the laws of the State of Washington, United States of America, without giving effect to that body of laws pertaining to conflict of laws. Any action brought by either Party against the other Party for claims arising out of this Agreement shall only be brought in a court of competent jurisdiction in Spokane County, Washington.

**16. Anti-kickback**

No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire, any interest in this Agreement, or have solicited, accepted, or granted, a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

**17. Amendment; Waivers**

This Agreement shall not be amended, supplemented or modified except in writing executed by authorized representatives of the Parties. Waiver by a Party of any breach of any provision of this Agreement by the other Party shall not operate, or be construed, as a waiver of any subsequent or other breach and no Party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of that Party.

**18. Records Maintenance**

The Parties shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Agreement. The Parties shall retain such records for a period of six years following the date of final payment. If any litigation, claim or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. At no additional cost, these records, including materials generated under this Agreement, shall be subject at all reasonable times to inspection, review or audit by the City, the University, personnel duly authorized by the City, personnel duly authorized by the University, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. During the term of this Agreement, the Parties shall provide access to these items within Spokane County. Cheney shall be responsible for any audit exceptions or disallowed costs incurred by the University relating to this Agreement. These records retention and review requirements must be included in any subcontracts or assignments.

**19. Nondiscrimination**

During the performance of this Agreement, the Parties shall comply with all state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither Party will discriminate, to the extent required by state or federal law, on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran, or the presence of any sensory, mental or physical disability. In the event of a Party's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be immediately terminated.

**20. RCW 39.34 Required Clauses**

**A. PURPOSE**

See Section 1 above.

**B. DURATION**

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The City shall file this Agreement with its City Clerk and a copy of this Agreement with the Spokane County Auditor.

F. FINANCING

See section 2 above.

G. TERMINATION

See provision 6 above.

H. PROPERTY UPON TEMRINATION

See section 9 above.



EXECUTED this 22<sup>nd</sup> day of January, ~~2015~~ 2016

**City of Cheney**



Tom Trulove

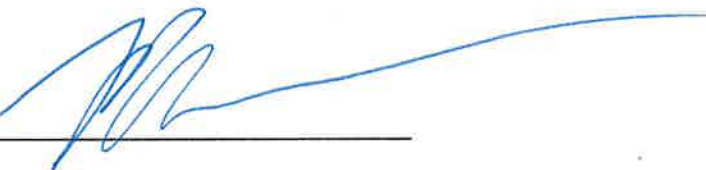
Mayor

Attest:



City Clerk

**Eastern Washington University**



Mary Voves

Vice President for Business and Finance